

July 26, 2016

**VIA UCFS**

Marlene Dortch, Secretary  
Federal Communications Commission  
445 12<sup>th</sup> Street SW  
Washington, DC 20554

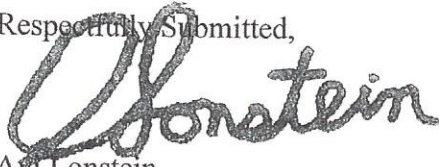
Re: AireSpring, Inc. Application for Authorization to Obtain Numbering Resources  
Pursuant to Section 52.15(g) of the Commission's Rules

Dear Ms. Dortch:

Pursuant to Section 52.15(g)(3)(i) of the Commission's Rules, AireSpring, Inc. hereby submits its application requesting authorization to obtain numbering resources.

For any questions regarding this application please contact Aelea Christofferson at 541-771-8814 or [aelea@alcccon.com](mailto:aelea@alcccon.com).

Respectfully Submitted,



Avi Lonstein  
CEO  
AireSpring, Inc.

**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, DC 20054**

**In the matter of:**

**AireSpring, Inc., Applicant For            )  
Authorization to Obtain Numbering        )  
Resources Pursuant to Section            )  
52.15(g) of the Commission Rules        )**

**APPLICATION OF AIRESPRING, INC. FOR AUTHORIZATION  
TO OBTAIN NUMBERING RESOURCES**

AireSpring, Inc. ("AireSpring"), pursuant to Section 52.15(g)(3)(i) of the Commission's Rules, respectfully requests authorization to obtain numbering resources as described below.

Applicant requests the Commission grant it authorization as set forth in the Commission's *Numbering and Policies for the Modern Communications*, FCC 15-70 (June 22, 2015) to obtain numbering resources from the North American Numbering Administrator. In support of this application AireSpring provides the following information:

**I. INFORMATION REQUIRED BY SECTION 52.15(g)(3)(i)**

**(A) § 52.15(g)(3)(i)(A)**

**Name:** AireSpring, Inc.  
**Address:** 6060 Sepulveda Blvd, 2<sup>nd</sup> Floor  
Van Nuys, CA 91411  
**Telephone:** 818-738-1971  
**Qualified Personnel:** Cat Firstman, Director, Regulatory

**(B) § 52.15(g)(3)(i)(B)**

AireSpring acknowledges that authorization to obtain numbering resources under Section 52.15 (g) of the Commission's Rules is subject to compliance with applicable Commission numbering rules, numbering authority delegated to the states, and industry guidelines, and practices regarding numbering as applicable to telecommunications carriers.

**(C) § 52.15(g)(3)(i)(C)**

AireSpring acknowledges it must file requests for numbers with the relevant state commission(s) at least thirty (30) days before requesting numbers from the Numbering Administrators.

**(D) § 52.15(g)(3)(i)(D)**

AireSpring hereby sets forth its capability to provide service within 60 days of the numbers resources activation date.

Airespring operates one of the largest VoIP business grade networks. AireSpring has over 100,000 end user's lines in 47 states. To date Airespring acquired numbers through other carriers. Airespring plans to expand our use of VoIP technology providing top tier levels of quality, delivery, reliability, and sustainability even in disasters.

AireSpring has contracted with ATL Communications to ensure all number portability requirements are met. ATL has established itself over the last 20 years as a leader in outsourced number management solutions. The agreement is included in Exhibit A. ATL Communications has all necessary interfaces for porting, administering, and acquiring numbers

As proof of facilities readiness, AireSpring has provided verification in Exhibit B for an agreement in place with Inteliquent to host AireSpring's numbers on its switches and provide PSTN connectivity for inbound calls to AireSpring's numbers and in Exhibit C the interconnection agreements between Inteliquent and the local exchange carriers for the states included in the initial rollout. Exhibit D lists those states..

**(E) § 52.15(g)(3)(i)(E)**

AireSpring certifies that it complies with its Universal Service Fund contribution obligations under 47 CFR part 54, subpart H, its Telecommunications Relay Service contribution obligations under 47 CFR § 64.604(5)(iii), its North American Numbering Plan and Local Number Portability Administration contribution obligations under 47 CFR §§52.17, 52.32, its obligations to pay regulatory fees under 47 CFR §1.1154, and its 911 obligations under 47 CFR part 9. FCC 499 fees have been paid by AireSpring since 2003 and all fees are up to date.

**(F) § 52.15(g)(3)(i)(F)**

AireSpring hereby certifies that it has the financial, managerial, and technical expertise to provide reliable service. AireSpring is comprised of an experienced Telecom and IP management team established in 2010. AireSpring has been successfully offering termination to over 150 carriers, resellers and companies.

AireSpring, key management personnel are listed below. None of the identified personnel are being or have been investigated by the Commission or any law enforcement or regulatory agency for failure to comply with any law, rule, or order.

**Key Personnel:** Avi Lonstein, CEO  
Arno Vigen, CFO/Voice General Manager  
Cat Firstman, Director, Regulatory  
Brad Port, Director of Voice Operations

**(G) § 52.15(g)(3)(i)(G)**

AireSpring certifies that no party to this application is subject to a denial of Federal benefits pursuant to section 5301 of the Anti-Drug Abuse Act of 1988. See 21 U.S.C. § 862


**II. ACKNOWLEDGEMENT OF CONDITIONS IN SECTION 52.15(G)(3)(iv)**

As required by Section 52.15(g)(3)(iv), AireSpring will maintain the accuracy of all contact information and certifications in this application, and will file a correction with the Commission and each applicable state within 30 days of any changes. AireSpring will also furnish accurate regulatory and numbering contact information to each state commission when requesting numbers in that state.

**III. CONCLUSION**

Pursuant to Section 52.15(g)(3)(I) of the Commission's Rules, AireSpring respectfully requests the Commission grant this application for authorization to obtain number resources.

Respectfully submitted,

  
\_\_\_\_\_  
Avi Lonstein  
CEO

# EXHIBIT A



## LOCAL NUMBER PORTING SERVICE ADDENDUM

1. Appointment of ATL. Airespring, Inc. ("CUSTOMER" or Airespring) hereby appoints ATL Communications ("ATL") to act as CUSTOMER's agent for the purpose of undertaking local number porting activities on CUSTOMER's behalf pursuant to the Responsible Organization Service Agreement ("Agreement") between ATL and CUSTOMER, of which this Service Addendum is a part.

### 2. Local Number Porting Activities.

2.1. Port-Ins. ATL shall use commercially-reasonable efforts to complete local number porting activities on CUSTOMER's behalf when CUSTOMER is the new (winning) local service provider (NLSP) as follows (activities may vary depending on whether CUSTOMER is the new network service provider (NNSP) or is a non-facilities-based provider):

(a) Ongoing Interface. ATL will act as CUSTOMER's primary interface with the Number Portability Administration Center (NPAC) and other carriers involved with local number porting.

(b) CSR Review. ATL will obtain the customer service record (CSR) from the old (losing) local service provider (OLSP), if available, and determine whether there are any inconsistencies between the data in the CSR and the order for CUSTOMER's service. ATL will report any inconsistencies to CUSTOMER and shall thereafter refrain from carrying out any further porting activities with respect to the order until CUSTOMER has resolved the inconsistencies and notifies ATL that porting can proceed.

(c) LSR Submission. ATL will submit an appropriate local service request (LSR) or LSR information to the NNSP if CUSTOMER is not the NNSP. If CUSTOMER is the NNSP, ATL will send an appropriate LSR to the old network service provider (ONSP). In addition, ATL will submit supplemental LSRs and cancellation requests, as requested by CUSTOMER.

(d) FOC. ATL will notify CUSTOMER's provisioning contact upon receipt of a firm order confirmation (FOC) and, if applicable, the due date for the port specified in the FOC.

(e) Rejects. ATL will notify CUSTOMER's provisioning contact upon receipt of an LSR rejection. ATL and CUSTOMER shall thereafter cooperate with each other to address the reject and to re-submit the LSR to enable completion of port.

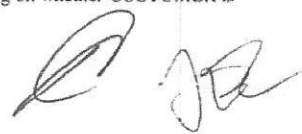
(f) Due Date Coordination. ATL, in cooperation with CUSTOMER, will coordinate port due dates, as necessary, with the ONSP.

(g) NPAC Data Entry/Communications. ATL will be responsible for submission of all messages, data, and other information into the NPAC in accordance with the current local number porting processes established by the North American Numbering Council (NANC) and will also be the contact point for receipt of related messages from the NPAC. ATL will advise CUSTOMER of conflict notices, port cancellations, and other communications affecting or potentially affecting port-in activities.

(h) Provisioning. ATL, in cooperation with CUSTOMER, will activate switch translations and provide notification to the NPAC to activate the port. CUSTOMER shall be responsible for performing any physical activities required to complete ports. In cases where a coordinated cut-over is required or requested, ATL, in cooperation with CUSTOMER, will negotiate the cut-over time and process. Following port activation by the NPAC, ATL will conduct appropriate testing to verify that calls to ported numbers complete as expected.

(i) Troubleshooting. ATL, in cooperation with CUSTOMER, will address with the ONSP, local service management systems (LSMSs), and the NPAC, as appropriate, problems that arise during the porting process.

2.2. Port-Outs. ATL shall use commercially-reasonable efforts to complete local number porting activities on CUSTOMER's behalf when CUSTOMER is the OLSP, as follows (activities may vary depending on whether CUSTOMER is the ONSP or is a non-facilities-based provider):



(a) Ongoing Interface. ATL will act as CUSTOMER's primary interface with the NPAC and other carriers involved with local number porting.

(b) CSR. If a NLSP requests a CSR, ATL, following CUSTOMER's procedures for establishing the authority of the NSLP to obtain the CSR, will furnish the CSR to the NLSP.

(c) LSR Review. ATL, in cooperation with CUSTOMER, will review LSRs received from NNSPs and timely respond with a FOC, including a specified due date if necessary, or a reject notification, as appropriate. ATL will respond on behalf of CUSTOMER to communications from the NNSP regarding the cause of a reject notification. In the event of a conflict, ATL will send a conflict message into the NPAC.

(d) Due Date Coordination. ATL, in cooperation with CUSTOMER, will coordinate port due dates, as necessary, with the NNSP.

(e) NPAC Data Entry/Communications. ATL will be responsible for submission of all messages, data, and other information into the NPAC in accordance with the current local number porting processes established by the NANC and will also be the contact point for receipt of related messages from the NPAC.

(f) Provisioning. ATL, in cooperation with CUSTOMER, will remove switch translations at the specified due date and time, or in accordance with negotiated cut-over instructions from the NNSP. CUSTOMER shall be responsible for performing any physical activities required to complete ports. In cases where a coordinated cut-over is required or requested, ATL, in cooperation with CUSTOMER, will negotiate the cut-over time and process.

(g) Troubleshooting. ATL, in cooperation with CUSTOMER, will address with the NNSP and the NPAC, as appropriate, problems that arise during the porting process, including conflicts and escalations thereof.

2.3. Provisioning System Access. CUSTOMER is solely responsible for providing and maintaining a suitable and secure Internet connection to enable ATL to remotely access CUSTOMER's switching equipment and provisioning systems for the purpose of carrying out internal provisioning activities on CUSTOMER's behalf. CUSTOMER must provide ATL with all data, passwords, and other information required by ATL to perform porting and provisioning activities on behalf of CUSTOMER.

3. No Proprietary Rights. Neither ATL nor CUSTOMER has or will have any proprietary or confidential claim to any local telephone number. As ordered by the FCC the End User controls the local telephone number, but does not own it.

The following Sections shall apply to this Service Addendum and shall also amend the Responsible Organization Service Agreement and any services provided thereunder:

4. Pricing Guarantee. ATL certifies that the Service Addendum Fee Schedule (LNP) attached, and any other Service or Fee Schedules used for Airespring, will not be worse than ATL's current published rates for these services. If ATL offers better pricing to others in the future, then Airespring rates will be reduced automatically to match. Should ATL introduce any additional fees or surcharges of any kind not listed on a Service Addendum Fee Schedule, or institute a specific price for a category listed as "TBD", then ATL shall give Customer thirty (30) days advance notice and this pricing guarantee shall also apply.

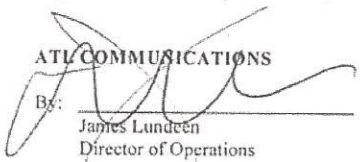
5. Taxes. Provided the Customer files valid evidence of applicable tax exemption(s) with ATL, ATL will not charge Customer such taxes.

6. Bill back Period. ATL agrees that it shall not invoice Customer for any previously unbilled or under-billed charges that were accrued more than ninety (90) days prior to an invoice date, unless mandated by a government agency.

7. Disputes. The third to last sentence of Section 4 of the Responsible Organization Service Agreement shall be amended as follows: "All claims must be submitted to ATL within ninety (90) days of receipt of the invoice for those Services."

IN WITNESS WHEREOF, the Parties hereto have made and executed this Service Addendum by and through their respective authorized representatives, to be effective as of the date and year first above written.

ATL COMMUNICATIONS

By:   
James Lundeen  
Director of Operations

Date: 6/15/16

Address  
56825 Venture Lane  
Suite 110  
Sunriver, OR 97707

AIRESPRING, INC.

By:   
Daniel Lonstein, COO

Printed Signatory: Daniel Lonstein

Title: Chief Operating Officer

Date: 6/17/16

Airespring, Inc.  
6060 Sepulveda Blvd., 2nd Floor  
Van Nuys, CA 91411



# EXHIBIT B



## Confirmation of Service

For: Airespring, Inc.

Date: 6/10/16

This document signifies that Airespring, Inc. has existing service with Inteliquent. The following trunk groups are in service:

LSANCARCA1\_759  
NYMNYBXAS1\_993

Regards,

A handwritten signature in black ink, appearing to read 'John Nickey', with a stylized flourish at the end.



John Nickey

Dir. Product Development, Inteliquent

o: 312.380.4560 m: 303.818.3364 24-hr NOC: 866.388.7258

550 West Adams Street, Suite 900, Chicago, IL 60661

[www.inteliquent.com](http://www.inteliquent.com) e: [jnickey@inteliquent.com](mailto:jnickey@inteliquent.com)



# EXHIBIT C



AT&T California  
Eric Batongbacal  
525 Market Street  
Room 1944  
San Francisco, CA 94105-2727  
regtss@att.com  
www.att.com

October 1, 2010

U 1001 C  
Advice Letter No. 38241

Public Utilities Commission of the State of California

Pursuant to the settlement agreement approved by California Public Utilities Commission Decision 09-02-017, dated February 20, 2009, AT&T California ("AT&T") attaches for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below.

D.09-02-017 and the Settlement Agreement require AT&T to file an annual advice letter modifying the unbundled network element ("UNE") recurring rates in interconnection agreements on October 1<sup>st</sup> of each year. The following indexing mechanism applies to UNE recurring rates:

$$\text{new price}_{\text{UNE}} = \text{old price}_{\text{UNE}} * (1 + \text{index})$$
  
where  
$$\text{index} = \text{Inflation}_{\text{previous year}} - 2.25\%$$
  
where  
$$\text{Inflation}_{\text{previous year}} \leq 3.00 \text{ and } \geq 1.50.$$

*Inflation* = The prior calendar year's calculated percent change in the Gross Domestic Product Price Index published in the current year's August edition of the U.S. Department of Commerce's Bureau of Economic Analysis *Survey of Current Business* as tabulated in Table 7 Line 45 of:  
<http://www.bea.gov/newsreleases/national/gdp/2008/xls/gdp308a.xls> New rates noticed in the amendment will become effective January 1, 2011.

This Amendment, attached to the advice letter, is submitted under the review procedure authorized in Rule 6.2 of ALJ-181, which states that any amendments to Interconnection Agreements shall become effective 30 days from the filing date.

In accordance with the Decision, the following carriers will be receiving Amendments to their interconnection agreements pursuant to D.09-02-017:



IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 29th day of June, 2004, by SBC California, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Neutral Tandem – California, LLC

Pacific Bell Telephone Company d/b/a SBC California  
by SBC Telecommunications, Inc., its authorized  
agent

By: John Barnicle

By: Mike Auinbauh

Name: JOHN BARNICLE  
(Print or Type)

Name: Mike Auinbauh  
(Print or Type)

Title: PRESIDENT  
(Print or Type)

Title: For/President-Industry Markets

Date: 6/11/04

Date: JUN 29 2004

FACILITIES-BASED OCN # \_\_\_\_\_

ACNA \_\_\_\_\_

**AT&T / NEUTRAL  
TANDEM-TEXAS, LLC  
INTERCONNECTION  
AGREEMENT AMENDED  
AS OF 4/17/08**



T. Aaron Morris  
Senior Attorney  
Legal

AT&T Texas  
400 W. 15<sup>th</sup> Street, Suite 1030  
Austin, Texas 78701

T: 512.870.5717  
F: 512.870.3420  
[aaron.morris@att.com](mailto:aaron.morris@att.com)

May 8, 2008

Commission Filing Clerk  
Public Utility Commission of Texas  
1701 N. Congress Avenue  
Austin, Texas 78701

RE: Docket 35525 - Joint Application of Southwestern Bell Telephone Company d/b/a AT&T Texas and Neutral Tandem-Texas, LLC for Approval of Amendment to Interconnection Agreement under PURA and the Telecommunications Act of 1996

Dear Filing Clerk:

In response to Order No. 2, Approving Amendment to Interconnection Agreement, issued April 17, 2008, attached is the complete amended interconnection agreement between Southwestern Bell Telephone Company d/b/a AT&T Texas and Neutral Tandem-Texas, LLC.

Please do not hesitate to call me if you have any questions regarding this matter.

Sincerely,

T. Aaron Morris  
Senior Attorney

cc: David Tatak, Vice President of Billing & Revenue Services for Neutral Tandem-Texas, LLC (U.S. mail)  
General Counsel, PUC (Hand delivered)  
Central Records, PUC (Hand delivered)

V. Relief Requested

1. The Applicants request the Commission grant Final Approval of the Amendment as early as possible by Commission order.

VI. Conclusion

For the reasons set forth above, the Applicants respectfully request that the Commission grant all of the relief requested herein, and such other and further relief to which the Applicants may show themselves to be entitled.



Signature: CLEC Representative

DAVID TATAK

Name (Print)

VP BILLING & REVENUE SVCS.

Title (Print)

Neutral Tandem-Texas, LLC

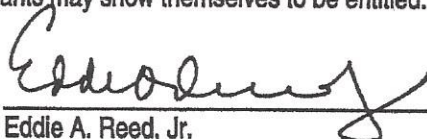
Address: 1 S. WACKER

SUITE 200

City, State, Zip: CHICAGO IL, 60606

Telephone: 312-384-8050

Fax: 312-346-2601



Eddie A. Reed, Jr.

Eddie A. Reed, Jr.

Name (Print)

Director - Interconnection Agreements

Title (Print)

Southwestern Bell Telephone Company

d/b/a AT&T Texas

Four AT&T Plaza, 9<sup>th</sup> Floor

Dallas, TX 75202

Telephone: (214) 464-2456

Fax: (214) 464-2006

Filed by:

  
Senior Records Clerk  
(512) 870-3770



Neutral Tandem - Florida, LLC  
Neutral Tandem - Georgia, LLC  
Neutral Tandem - Kentucky, LLC

BellSouth Telecommunications, Inc. d/b/a  
AT&T Alabama, AT&T Florida, AT&T Georgia,  
AT&T Kentucky, AT&T Louisiana, AT&T  
Mississippi, AT&T North Carolina, AT&T South  
Carolina and AT&T Tennessee

By: David Tatak

By: \_\_\_\_\_

Name: DAVID TATAK

Name: Kristen E. Shore

Title: VP BILLING & REVENUE

Title: Director

Date: 11/10/08

Date: \_\_\_\_\_

	<u>OCN #</u>	<u>ACNA</u>		<u>OCN #</u>	<u>ACNA</u>
ALABAMA	_____	_____	MISSISSIPPI	_____	_____
FLORIDA	<u>937C</u>	<u>OWS</u>	NORTH CAROLINA	_____	_____
GEORGIA	<u>067D</u>	<u>OWS</u>	SOUTH CAROLINA	_____	_____
KENTUCKY	<u>896E</u>	<u>OWS</u>	TENNESSEE	_____	_____
LOUISIANA	_____	_____			



One South Wacker, Suite 200  
Chicago, IL 60606  
phone 312.384.8000  
fax 312.346.3276

Via e-mail Delivery

December 21, 2007

Nicole Bracy  
AT&T  
675 Peachtree Street NW  
Atlanta, GA 30375

RE: Request for Interconnection Agreement Adoption

Dear Ms. Bracy,

Neutral Tandem – Florida, LLC., Neutral Tandem-Georgia, LLC. and Neutral Tandem-Kentucky, LLC. requests to adopt, Under Section 252(i) of the Communications Act, the Interconnection Agreement between BellSouth Telecommunications Inc. and Comcast Phone, LLC. Comcast Phone II, Inc effective September 26, 2005.

To assist in conforming the document, please use the following information:

1) Certified Company Name and State of Incorporation  
Neutral Tandem – Florida, LLC. – Delaware corporation  
Neutral Tandem-Georgia, LLC. – Delaware corporation  
Neutral Tandem-Kentucky, LLC. – Delaware corporation

2) Business Address  
1 South Wacker, Suite 200  
Chicago, IL 60606

3) Legal Notices  
Ron Gavillet  
Neutral Tandem  
1 South Wacker, Suite 200  
Chicago, IL 60606  
Tel. 312-384-8040, Fax. 312-346-3273  
[rgavillet@neutraltandem.com](mailto:rgavillet@neutraltandem.com)

make every minute count

INTERCONNECTION ADOPTION AGREEMENT/AT&T-9STATE  
SIGNATURE PAGE  
AT&T-9STATE/Neutral Tandem  
VERSION - 11/26/07

Neutral Tandem - Florida, LLC  
Neutral Tandem - Georgia, LLC  
Neutral Tandem - Kentucky, LLC

BellSouth Telecommunications, Inc. d/b/a  
AT&T Alabama, AT&T Florida, AT&T Georgia,  
AT&T Kentucky, AT&T Louisiana, AT&T  
Mississippi, AT&T North Carolina, AT&T South  
Carolina and AT&T Tennessee

By: David Tatak

Name: DAVID TATAK

Title: VP BILLING & REVENUE

Date: 1/10/08

By: Kristen E. Shore

Name: Kristen E. Shore

Title: Director

Date: 1/15/08

	<u>OCN #</u>	<u>ACNA</u>
ALABAMA		
FLORIDA	<u>937C</u>	<u>OWS</u>
GEORGIA	<u>067D</u>	<u>OWS</u>
KENTUCKY	<u>896E</u>	<u>OWS</u>
LOUISIANA		

	<u>OCN #</u>	<u>ACNA</u>
MISSISSIPPI		
NORTH CAROLINA		
SOUTH CAROLINA		
TENNESSEE		

**CLEC Agreement with:**  
**Neutral Tandem**



**STATE OF ILLINOIS**  
**ILLINOIS COMMERCE COMMISSION**

<b>Illinois Bell Telephone Company</b>	:	
<b>And Neutral Tandem-Illinois, LLC.</b>	:	
	:	<b>08-0397</b>
<b>Joint Petition for Approval of 5th</b>	:	
<b>Amendment to the Interconnection</b>	:	
<b>Agreement dated June 16, 2008,</b>	:	
<b>pursuant to 47 U.S.C. § 252.</b>	:	

**ORDER**

By the Commission:

**I. PROCEDURAL HISTORY**

On June 20, 2008, pursuant to 83 Illinois Administrative Code Part 763, Illinois Bell Telephone Company ("Illinois Bell") and Neutral Tandem-Illinois, LLC. ("Neutral"), filed a joint petition for approval of the 5th Amendment to the Interconnection Agreement dated June 16, 2008, under Section 252 of the Telecommunications Act of 1996 (47 U.S.C. §§ 151 et seq.) ("the Act"). The Amendment was submitted with the petition. A statement in support of the petition was filed along with verifications sworn to by Eddie A. Reed, Jr. on behalf of Illinois Bell and David Tatak on behalf of Neutral stating that the facts contained in the petition are true and correct to the best of their knowledge, information, and belief.

**II. SECTION 252 OF THE TELECOMMUNICATIONS ACT**

Section 252(a)(1) of the Act allows parties to enter into negotiated agreements regarding requests for interconnection services or network elements, as well as amendments to those agreements. Illinois Bell and Neutral have negotiated such an Amendment to their Agreement and submitted it for approval in this proceeding.

Section 252(e)(1) of the Act provides, in part, that "[a]ny interconnection agreement adopted by negotiation...shall be submitted for approval to the State Commission." This Section further provides that a State Commission to which such an agreement is submitted "shall approve or reject the agreement, with written findings as to any deficiencies." Section 252(e)(2) provides that the State Commission may only reject the negotiated agreement if it finds that "the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement" or that "the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity."

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 14th day of December, 2005, by Illinois Bell Telephone Company d/b/a SBC Illinois, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Neutral Tandem-Illinois, LLC

By: David Tatak  
Printed: DAVID TATAK  
Title: VP BILLING & REVENUE SVCS.  
(Print or Type)  
Date: 12/9/05

Illinois Bell Telephone Company d/b/a SBC Illinois by  
AT&T Operations, Inc., its authorized agent

By: Mike Auinbauh  
Printed: Mike Auinbauh  
Title: AVP-Local Interconnection Marketing  
Date: DEC 14 2005

FACILITIES-BASED OCN # 505B

ACNA DWS

6



Tim Judge  
Director - Regulatory

AT&T Missouri  
101 W. High St.  
Jefferson City, MO 65101  
573-638-0261 Phone  
573-636-3522 Fax  
tj4848@att.com

April 22, 2008

Secretary of the Commission  
Missouri Public Service Commission  
P. O. Box 360  
Jefferson City, Missouri 65102-0360

Dear Secretary of the Commission:

Enclosed for approval by the Missouri Public Service Commission ("Commission"), pursuant to 4 CSR 240-3.513(6)(A), is an amendment to the interconnection agreement entered into between Southwestern Bell Telephone Company d/b/a AT&T Missouri ("AT&T Missouri") and Neutral Tandem - Missouri, L.L.C., signed by both parties. This amendment implements a merger commitment made to the FCC in connection with the FCC's March 26, 2007 AT&T/BellSouth Merger Approval Order, by extending the expiration date of the underlying interconnection agreement for a period of three (3) years. See, Memorandum Opinion and Order, FCC 06-189, Appendix F.

The amendment was previously approved by the Commission in Case No. TK-2008-0261 on April 7, 2008.

Please refer any questions on this matter to Tim Judge on 573-638-0261.

Very truly yours,

/s/ Tim Judge

Attachment





**Commissioners**

**JEFF DAVIS**  
Chairman

**CONNIE MURRAY**

**STEVE GAW**

**ROBERT M. CLAYTON III**

**LINWARD "LIN" APPLING**

***Missouri Public Service Commission***

POST OFFICE BOX 360  
JEFFERSON CITY MISSOURI 65102  
573-751-3234  
573-751-1847 (Fax Number)  
<http://www.psc.mo.gov>

**WESS A. HENDERSON**  
Executive Director

**DANA K. JOYCE**  
Director, Administration and  
Regulatory Policy

**ROBERT SCHALLENBERG**  
Director, Utility Services

**WARREN WOOD**  
Director, Utility Operations

**COLLEEN M. DALE**  
Secretary/Chief Regulatory Law Judge

**KEVIN A. THOMPSON**  
General Counsel

April 24, 2008

Eddie A. Reed  
AT&T Missouri  
Four SBC Plaza, Room 2102  
Dallas, TX 75202

David Tatak  
Neutral Tandem-Missouri, LLC  
1 South Wacker Dr., Ste. 200  
Chicago, IL 60606

RE: Interconnection Agreement Amendment

To Whom It May Concern:

This correspondence is to advise that the interconnection agreement amendment described below is effective as of the date approved.

**Date Approved:** April 22, 2008

**Case/Tracking Number:** VT-2008-0016

Sincerely,

Colleen M. Dale  
Secretary

CMD/dc

CC: Tim Judge  
101 W. High Street  
Jefferson City, MO 65101

Ed Reed  
Four SBC Plaza, Room 2102  
Dallas, TX 75202



COMMERCIAL AGREEMENT

Please indicate the CARRIER OCN & ACNA next to the state(s) in which the CARRIER is authorized to do business and in which the CARRIER is requesting this Agreement apply:

	<u>OCN #</u>	<u>ACNA</u>		<u>OCN #</u>	<u>ACNA</u>
ARKANSAS	_____	_____	MISSOURI	_____	_____
CALIFORNIA	_____	_____	NEVADA	_____	_____
CONNECTICUT	_____	_____	OHIO	_____	_____
ILLINOIS	_____	_____	OKLAHOMA	_____	_____
INDIANA	097D	OWS	TEXAS	903C	OWS
KANSAS	_____	_____	WISCONSIN	_____	_____
MICHIGAN	_____	_____			

In the event CARRIER wants to change and/or add to the OCN and/or ACNA information set forth above, CARRIER shall send written notice to **SBC-13STATE** to be received at least 30 days prior to the change and/or addition.

Signatures

Neutral Tandem-Arkansas, LLC, Neutral Tandem-Indiana, LLC, Neutral Tandem-Kansas, LLC, Neutral Tandem-Missouri, LLC, Neutral Tandem-Nevada, LLC, Neutral Tandem-Oklahoma, LLC and/or Neutral Tandem-Texas, LLC

Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and Wisconsin Bell, Inc. d/b/a SBC Wisconsin, Nevada Bell Telephone Company d/b/a SBC Nevada, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas by SBC Operations, Inc., its authorized agent

Signature: David Tatak

Signature: Mike Auinbauh

Name: DAVID TATAK  
(Print or Type)

Name: Mike Auinbauh  
(Print or Type)

Title: VP BILLING & REVENUE  
(Print or Type)

Title: AVP-Local Interconnection Marketing

Date: 5/12/05

Date: MAY 20 2005

**STATE OF MICHIGAN**  
**BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**

In Re the request for Commission approval of       )  
An Interconnection Agreement between                )  
Neutral Tandem-Michigan, LLC                            )  
and various AT&T Inc.                                     )  
owned companies, including AT&T Michigan        )

Case No. U-\_\_\_\_\_

**JOINT APPLICATION**

AT&T Michigan<sup>1</sup> and Neutral Tandem-Michigan, LLC hereby jointly apply to the Michigan Public Service Commission (Commission) pursuant to Section 203(1) of the Michigan Telecommunications Act (MTA), as amended, MCL 484.2203(1), and Section 252(e) of the Telecommunications Act of 1996 (the Act), 47 U.S.C. § 252(e), for approval of the \_\_\_\_\_ Amendment to the Interconnection Agreement between the parties heretofore approved by the Commission on 7/22/2004 (Agreement). In support of this joint application, AT&T Michigan and Neutral Tandem-Michigan, LLC state as follows:

1. The parties have entered into good faith negotiations and have executed a \_\_\_\_\_ Amendment to the Agreement. On September 26, 2007, the United States District Court for the Eastern District of Michigan issued an order (Order) reversing, in part, the Michigan Public Service Commission's TRO/TRRO order in Case No. U-14447. The \_\_\_\_\_ Amendment revises the definition of business lines to comply with the Order and the FCC's rule which provides that entrance facilities are not required to be provided by incumbent carriers to CLECs on an unbundled basis. A copy of the \_\_\_\_\_ Amendment to the Agreement, fully executed by the Parties on \_\_\_\_\_, 2008, is submitted with this joint application as Exhibit A.

<sup>1</sup> Michigan Bell Telephone Company (previously referred to as "Michigan Bell" or "SBC Michigan") now operates under the name "AT&T Michigan" pursuant to an assumed name filing with the State of Michigan.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

Neutral Tandem-Michigan, LLC

Michigan Bell Telephone Company d/b/a SBC  
Michigan by SBC Telecommunications, Inc., its  
authorized agent

By: David Tatak

By: Kathy J. Wilkinson

Printed: DAVID TATAK

Printed: Kathy J. Wilkinson

Title: VP BILLING & REVENUE

Title: For/ Senior Vice President -- Industry Markets  
& Diversified Businesses

Date: 11/29/04

Date: 12-2-2004

FACILITIES-BASED OCN # 543C

ACNA DWS

SBC - MI  
UNE RATES

# EXHIBIT D

**STATES IN WHICH AIRESRING MAY REQUEST NUMBERS FOR INTIAL ROLLOUT  
OF DIRECT ACCESS**

**California**

**Texas**

**Florida**

**Georgia**

**Illinois**

**Missouri**

**Michigan**

This includes all states that have rate centers I the LATAs that AireSpring has targeted for its initial rollout of direct access.